



# TERMS & CONDITIONS

Rectory Manor – Updated 2023

Version 2

## Terms & Conditions for Rectory Manor

Please read these terms and conditions before booking, They apply to each person who will be staying, so as the booking representative you are deemed to be the person responsible for making sure everyone understands them. Thank you.

If you have any requests or concerns that you wish to make whilst staying, please feel free to approach us at any time. We will make every effort to ensure that your stay at Rectory Manor is a wonderful one.

### Your booking

- **Our Rooms.** All room rates are based on one or two people sharing.
- **Rate Plans** – These terms apply to direct bookings only. For bookings made through third parties, additional terms and conditions may apply to their rate plans such as changes in cancellation periods and pricing. Please contact your travel agent for details. All other terms remain unchanged.
  - **Our Standard terms.** We operate a two day cancellation policy. All bookings will be pre-authorized on a credit card prior to arrival. Generally this is up to a week beforehand.
    - **Deposits.** No Deposit will be taken on booking unless the booking is within two days of check-in, in which case the full amount will be charged or pre-authorized. We accept UK debit cards, Mastercard, and Visa. We don't accept cheques.
    - If you cancel at least two days or more prior to the date of your arrival, you will not be charged. If a cancellation is made less than two days prior to the day of arrival, you will incur the charge of the full room rate.
    - We reserve the right to cancel any booking at any time for any reason. In this event guests will be refunded any unused deposits that remain, unless we deem the guests have breached these terms, broken the law or caused damages. At no point will any liability fall on Rectory Manor for early termination.
    - For the avoidance of doubt, cards that cannot be pre-authorized will be deemed "not valid". This may happen with cards that require two-factor authentication. Should this happen, we reserve the right to cancel your booking immediately. However, under normal circumstances we will contact guests to request either a valid card or pay in advance. If you do pay in advance, your two day cancellation policy will be unaffected and we will of course refund you immediately if you cancel during the free cancellation period.
  - **Limited Offers/Flash Sales/Non-Refundable/Pay-in-Advance** offers may vary these terms at the time of sale. Please see your confirmation for details. Non-Refundable, Pay in Advance offers cannot be refunded or altered – We advise guests to take out insurance in case they are unable to get here for any reason. (Also see Covid Clause)
  - **Settlement** – All bills must be settled in full prior to departure. Credit card details will be verified on arrival and a copy of your card may be taken.

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- **Breakfast.** Our award-winning breakfast. Continental buffet breakfast is £14, Full English is available at +£5 supplement. Prices subject to change without notice.
- **Insurance.** We recommend that holiday/travel insurance is taken out to protect you against the possibility of not being able to reach us for any reason.
- **VAT.** We are VAT rated. All prices include VAT and are payable in pounds sterling.
- **Inflation.** In the event that CPI inflation is greater than 5% we reserve the right to increase our prices at any time in line with the increase, including to bookings already made. The difference will be added to your bill.
- **Children – Cots and camp beds** We do not accept children under 16 at Rectory Manor, neither do we provide cots or camp-beds or family rooms. As such, the maximum occupancy of any room is two people. This is subject to change for guests taking all seven rooms for a minimum of two nights.
- **Keys** – If you lose your keys or fail to return them to us, there is a fixed charge of £30.
- **Data Protection.** We do not store credit card details on our site nor do we share customer details with any 3<sup>rd</sup> parties.
- **Non-Transferable.** All bookings are non-transferable and vest in the name they are booked under. Group bookings must provide the names of guests at the time of booking.
- **Acceptance of terms.** By booking we deem that you have accepted our terms and conditions. Our terms and conditions are subject to change without notice.

### During your stay

- **The room is for the number of guests you book for** For the security of our patrons, guests of guests are not permitted anywhere on the premises without prior approval.
- **Non-Transferable.** Your booking cannot be transferred to another party.
- **Deposits.** We require a valid debit/credit card as a deposit/guarantee against your bill, incidentals, expenses and potential damages. Should you be unable to provide us with a debit/credit card, we may require payment in advance and a deposit.
- **Two-Factor Authentication.** Two-factor authentication is changing the landscape for hotels as it may mean that we are unable to pre-authorise your debit/credit card. If this is the case, you will be required to pay in advance, prior to the expiry of your cancellation period or we may cancel your booking.
- **Check-In.** Your room will be ready for you by 3.30pm. Please do let us know the day before your booking what time you plan to arrive. Please arrive before 9.30pm from Sunday to Thursday and 10.00pm on Fridays and Saturdays. If you arrive later than this and if a member of staff is still on duty, there will be a charge of £20 per hour which goes to the staff member on duty. No admissions will be accepted after midnight. See Keys.
- **Keys.** You will be given a high security electronic key for the front door. So once checked in, you are free to come and go as you please.
- **Check out** is by 10.30am on the day you leave. We realise that sometimes you would prefer different times and will do all we can to accommodate your needs. Late check-outs at midday are available for £20 but limited to just two rooms, so subject to availability.

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- **Quiet enjoyment.** Please be aware that the house is in a quiet hamlet, so do respect our neighbours whilst you are staying with us.
- **Dogs** are welcome in The Garden Suite and The Waldingfield Room, if they are clean and sociable. We accept no liability for any damages caused by your dog to people or possessions whilst on our premises. All dogs must have up to date vaccinations and may be refused entry without a vaccination certificate. We also have Labrador dogs and a cat (so no cat chasers please or keep on a lead). Dogs can sleep either in your room or in your car. Dog beds can be provided. Dogs are charged and must be booked in advance. There is a maximum of two dogs allowed. Please don't allow your dog to sleep on the furniture and if your dog makes any mess then we will charge for additional cleaning. Dogs must NOT be left in your room alone, especially if you are off the premises. Please feel free to exercise your dog in the grounds. We ask that you pick up anything your dog leaves behind.
- **Smoking.** Please don't smoke anywhere inside. If you do smoke outside, please dispose of your butts carefully in the sand filled flowerpots around the grounds.
- **Honesty Bar.** As we have an honesty bar in the drawing-room, an adult must accompany any children (under 18) and we prefer that only adults use the room after 7pm. All honesty bar purchases must be noted down on the chits by the bar please. These chits should be given to us before you check out please or left at the bar.
- **Licensing.** Our licence allows consumption of alcohol bought on the premises in the drawing room, dining room and on the terrace. Please do not jeopardise our licence by consuming any alcohol in other areas of the house or gardens.
- **Sports.** We have a tennis court and an outdoor pool. The pool is usually open from May to September, weather permitting. For your own safety there are a few rules outlined in the information provided when you arrive. Please note that appropriate tennis shoes must be used on the court.
- **Children** (under 18) must be supervised whilst using the pool.
- **Safety** You are responsible for the safety of your group and your possessions and we accept no liability unless we can be proven to be negligent. We strongly advise you have insurance to cover any eventuality here.
- **Damages.** We realise that we are all human but any unreasonable breakages or damage will be charged for.
- **Abusive behaviour.** In line with other practices, we operate a zero-tolerance policy on abuse of staff. This relates to any incidents of violence, aggression and/or rudeness, either physically or verbally.
- **Car Parking.** Cars are parked at your own risk. In the event of any incident, such as but not limited to, driving accidents, damage due to weather, a failed roof tile etc, Rectory Manor accepts no responsibility. Guests are welcome to park elsewhere in the village if they wish.
- **Food.** Under no circumstances do we allow guests to bring takeaway or "wet" food anywhere onto the premises as we have experienced too many problems with damages and foul odours. If you do bring takeaway food into your room, we reserve the right to charge you for two more nights at the full tariff in order to cover the cost for cleaning and properly airing the room or to recompense new guests coming in.
- **Security.** The security and welfare of our guests is paramount. All guests and any visitors must be pre-approved. It is a requirement to sign-in. Rectory Manor has a

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number of security systems including cameras, located across the premises in public areas. These are automatically recorded and backed up off-site. All recordings are deleted automatically after six months. Access is restricted to senior management and only in the event of an incident or routine checks.

- **Data.** We will never sell your personal information and we will only use it to contact you in relation to enquiries and for customer service. We use secure third-party systems to store customer payment data. If there is a security breach, we will let you know. You are entitled to request any information we hold and also ask that we remove it. Our website uses cookies. This helps us to provide you with a better experience when you browse our website and allows us to look at website user data so we can see how people interact with the website and how we can improve it. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly.
- **Force Majeure.** Except where otherwise expressly stated, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of “force majeure”. In these Booking Conditions, “force majeure” means any event which we could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemics and all similar events outside our control.
- **Electrical Items.** Guests are permitted to plug in the usual array of electrical items in their rooms, such as Laptops, Electric Razors, Mobile phones etc. However, larger devices or energy intensive devices such as Air-conditioning units and certain types of fans may only be permitted if they are from a major brand, less than two years old or they have been PAT tested in the last year. Usage is at the discretion of the management and will be charged at 2.2 x our cost rate for the duration of the stay. Currently 60p KWH (January 2022). If any circuits trip, we will have to remove the item and return it at the end of your stay.

### Covid 19 Clause

Both parties acknowledge the COVID-19 crisis and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You [guest] acknowledge that COVID-19 may require us to take one or more of the following measures for the safety of our staff and our guests to which your booking relates: (i) impose distancing measures; (ii) limit food or drink availability; (iii) impose requirements regarding personal protective equipment i.e. wearing of masks; (iv) restrict the numbers of overnight stays if applicable; and/or (v) limit any planned entertainment for your event; (vi) designate alternative entrance and exit routes; (vii) impose a restricted /timed service for meals; (viii) limit access to facilities. In some circumstances we might consider revising your charges.

For direct booking guests only - If we are obliged due to specific Government restrictions and/or a local infection, to close our property, we will offer you alternative dates, for up to six months ahead (limited to the value of your booking as rates may vary), but if that cannot

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be agreed or if we are unable to open again during that time for any reason, the booking will be deemed cancelled and your deposit retained with no further payment required. Any guests who have booked our heavily discounted non-refundable rates and are unable to use their booking for any reason, including Covid related shut-downs, are not entitled to a refund under any circumstances. However, we may, at our discretion, also decide to offer these guests the opportunity to rebook their stay for a limited period. This offer may be withdrawn at any time and in no way gives entitlement to a refund in the future.

With regard to privacy, if we are contacted by a government approved contact-tracer, then to enable infection tracing, guests hereby agree to us sending lists containing the names and addresses of each person who stayed with us during the applicable period. Details will be kept for two months. Guests who have a booking from a region that is locked down or from where travel is not permitted, will not be allowed to enter the premises. Likewise, guests who have a temperature reading over 37.5°C must take a Rapid Flow Test before they are permitted to enter the premises. With regret – In any of these events, including refusal to take these tests or a negative result means that we cannot allow you onto the property and you will lose the value of your booking. We strongly advise guests to have insurance.

For the safety of our guests and staff, if you or a member of your household have developed Covid-19 symptoms, we require you to take a lateral flow test (which must be negative) or not to come. This is a condition of your stay. If you think you may be developing symptoms whilst staying with us, we do possess "Rapid Flow Tests" and non-contact thermometers at no charge. Should you test positive, you will be required to return home immediately. In all events, please notify us immediately.

If a guest visits Rectory Manor in direct breach of government advice or legislation, or is knowingly infected with Covid19, then we reserve the right to: (i) Seek any damages (ii) Share any information we deem necessary with any other party we consider may have been affected by that action or whom we, at our discretion, consider needs to be informed. The same applies to any guest coming from an area where travel is not permitted or from areas where quarantine measures are required.

### **Reviews, photography/video & Privacy**

Photography of the property is only permitted for private purposes. Photographs/videos of people (including staff, family, other guests, friends etc) is not permitted under any circumstances.

Guests may review the business online. However, in doing so, guests waive their right to anonymity. As is the case with OTA's like AirBnB, we reserve the right to review guests in return, through whatever public forum we deem appropriate including social media. We reserve the right to use their name and approximate location i.e. John Smith, SW3.

Rectory Manor operates a video security system in public areas. This information is kept securely and automatically deleted within 6 months. However, we reserve the right to use non-identifying video/photography to illustrate any behaviour that we deem to be below

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acceptable standards, through whatever public forum we deem appropriate including social media.

In the case of damages, threatening behaviour or illegal activity, we reserve the right to pass any video/photography on to the police, to use it in court ourselves and through whatever public forum we deem appropriate including social media.

### **The legal wording**

In the event of any dispute between parties it shall be governed by the jurisdiction of the English courts only and any actions shall be heard in the court for the area in which the property is located unless otherwise agreed between the parties. However, it is hereby agreed and declared that all reasonable endeavours will be used to resolve the dispute arising between us without immediate recourse to litigation. If not mutually resolved, it is further agreed that all reasonable endeavours will be used to resolve the dispute by a formally recognised alternative dispute resolution process i.e. mediation, arbitration or expert determination. In default of such agreement, the process and appointment of the independent professional will be determined by the President for the time being of the Law Society or the Chartered Institute of Arbitrators. In either case, all parties will contribute equally to the expense of such process, and, in default these expenses shall be capable of being recovered in any subsequent litigation.